

purchaser, at sales of this description, vests when the order of ratification is passed, and that the trustee's deed is not necessary. But, in my opinion, the case supports no such proposition. It decides simply that the deed of the trustee does not operate merely from the time of its execution, but being a conveyance under a judicial sale upon the principles of relation, it operates retrospectively, and vests the property in the grantee from the date of the sale. But if the sale and the ratification of that sale by the court, *per se*, passed the freehold, where the necessity of resorting to the doctrine of election. That doctrine rests upon a principle of equity, and is intended to protect the title of a party who has complied with his contract in the intermediate period between the inception and consummation of his title.

My opinion, therefore, is, that there was not in contemplation of law, at the period of the death of the minor, Agnes E. Dalrymple, a mutation of her real into personal estate, and I shall pass an order confirming the Auditor's account, which gives the proceeds of the last sale to her heir at law.

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STOCKETT, for the Personal Representative.

RANDALL and HAGNER, for the Heir at Law.

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HENRY ROBINSON AND OTHERS, vs. WASHINGTON DECATUR ROBINSON AND OTHERS.	}	SEPTEMBER TERM, 1852.
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[INADEQUACY OF PRICE—CONSTRUCTION OF WILL.]

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A TESTATOR by his will manumitted his negroes, and devised certain real estate to a trustee "in trust to be rented out by him, and the rents and profits to be received by him and annually paid to" said negroes, "or their order, attested by some justice of the peace," and directed the trustee, upon the death of any of these legatees to pay over "whatever property he shall then have, as trustee to the legal representatives and heirs at law of the deceased, unless the deceased shall make some other appointment by his last will and testament duly executed." He then gave the trustee the power to sell the lands,